

DISTRICT OF MASSACHUSETTS

MICHAEL BEHAYLO,)	
Plaintiff)	
)	
vs.)	CIVIL ACTION NO.: 05-30178-KPN
)	
CALLAWAY GOLF BALL OPERATIONS, INC.,)	
Defendant)	

Consolidated With:

JOHN BETTENCOURT,)	
Plaintiff)	
)	
vs.)	CIVIL ACTION NO.: 05-30179 KPN
)	
CALLAWAY GOLF BALL OPERATIONS, INC.,)	
Defendant)	

**PLAINTIFF'S PARTIAL OPPOSITION TO DEFENDANT'S
MOTION IN LIMINE TO PRECLUDE THE PLAINTIFFS FROM
OFFERING ANY EVIDENCE OF FRONT PAY TO THE JURY**

Plaintiff agrees with the Defendant that under the ADEA front pay is an equitable remedy whose treatment lies in the discretion of the Court. If the Court reserves the front pay issue for itself, the Plaintiff does not intend to present front pay issues to the jury. However, Plaintiff believes that the Court should submit the question to the jury and follow the jury's determination. Such a decision would enhance judicial economy since it would negate the need for additional hearing and testimony before the judge regarding issues as to the amount of front pay. It is quite common for front pay issues to be submitted to a jury in discrimination cases, and there is no prohibition under First Circuit law from the jury hearing in making determination even if it were only an advisory determination.

THE PLAINTIFFS, MICHAEL BEHAYLO and
JOHN BETTENCOURT
BY THEIR ATTORNEY

Dated: February 21, 2008

/S/ Maurice M. Cahillane
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served this 21st day of February, 2008, on all parties, by delivering in hand to Jay M. Presser, Esq., Skoler, Abbott & Presser, 1 Monarch Place, Springfield, MA 01144.

/S/ Maurice M. Cahillane
Maurice M. Cahillane, Esquire